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*Student Learning Is The Goal*

**GREECE CENTRAL SCHOOL DISTRICT**

**TOWN OF GREECE, N.Y.**

AGREEMENT BETWEEN

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Greece Central School District  
and  
Association of Greece Central  
Educational Professionals

July 1, 2008 – June 30, 2013

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## **PREAMBLE**

This agreement is made and entered into on the 22nd day of June, 2011, by and between the GREECE CENTRAL SCHOOL DISTRICT, Town of Greece, Monroe County, New York, hereinafter referred to as the "District" and a unit of employees represented by the ASSOCIATION OF GREECE CENTRAL EDUCATIONAL PROFESSIONALS, hereinafter referred to as the "Association" or "AGCEP."

## **ARTICLE I REPRESENTATION**

1. The District, under the provisions of the Public Employees' Fair Employment Act, recognizes the Association as the representative of the following employees: teacher aides (all classifications), teaching assistants, child care associates, health aides, job training specialists, security workers, senior security workers, school clerical, secretarial personnel, and special education monitors.
2. The District recognizes the rights of employees to engage in or to refrain from exercising organizational and representational rights and the Association agrees that it will not engage in any strike, or cause, instigate, threaten, encourage, or condone any strike.
3. Special Education Monitors represented by the Association, however benefits and other entitlements are limited to what is specifically enumerated in the contract for that job classification.

## **ARTICLE II MODIFICATION AND WAIVER**

1. No modification or waiver of any of the terms of this contract shall be valid unless agreed to in writing and signed by both parties.
2. Temporary oral emergency agreements between representatives of administration and the Association to waive specified terms of the contract will become invalid unless put in writing and signed by both parties within five (5) work days following the oral agreement.
3. No waiver or any breach of this contract shall be deemed a waiver of any subsequent breach of the same or similar nature.

## **ARTICLE III SAVINGS CLAUSE**

This agreement and all provisions herein are subject to all applicable laws. In the event any provision of this agreement is held to violate such laws, said provision shall not bind either of the parties, but the remainder of this agreement shall remain in full force and effect as if the invalid provision had not been a part of this agreement.

## **ARTICLE IV DURATION OF THE AGREEMENT**

The Agreement shall be effective as of July 1, 2008 and continue in full force and effect until June 30, 2013, except as otherwise provided.

## **ARTICLE V MANAGEMENT RIGHTS**

It is understood and agreed by both parties that the Board of Education possesses by law the sole right to operate and manage the Greece Central School District and except as expressly limited by other provisions of this agreement, retains all of the authority, rights, functions, and responsibilities it possessed prior to entering into this agreement including, but not limited to, the rights to determine the mission, purpose, functions, objectives, and policies of the District, and to determine the facilities, methods, means, and number of personnel for the conduct of the District's programs. It is likewise understood and agreed by the parties hereto that such rights shall in all respects be exercised consistently with and in conformity to the provisions of this agreement.

## **ARTICLE VI ASSOCIATION RIGHTS**

### **1. AGCEP MEMBERSHIP**

The District shall furnish the Association with a list of unit member names by September 30th of each year and shall update on a monthly basis.

### **2. DUES DEDUCTION**

- A. The District agrees to deduct membership dues for the Association, and such state and national affiliates as the employee designates, from the wages of such employees who individually and voluntarily authorize the District to deduct the same. Authorization for such deductions shall be in writing. The District agrees to electronically transmit such deductions to the AGCEP account at New York State United Teachers.
- B. It is understood and agreed that all authorized deductions shall commence with the first pay period in September and shall be spread equally over twenty (20) consecutive pay periods in the employee's normal work year. No later than three (3) weeks prior to the first scheduled paycheck in November, the Association shall provide the District with a list of new Unit Members for whom dues should be deducted and the original, signed, dues deduction authorization cards for such employees who have voluntarily authorized the District to deduct dues.
- C. The District, following each payroll in which dues deductions have occurred, shall furnish the Association with a listing of the names of employees for whom deductions have been made and the amount deducted from that paycheck.
- D. The Association shall certify to the District the current rate of its membership dues, including the membership dues for any state or national affiliate, and shall notify the District of any change in the rates of membership dues to be deducted for the ensuing fiscal year no later than August 1 of each year. Any change in deductions shall be implemented and effected by no later than the first pay period in September.

### **3. RELEASED TIME**

- A. The parties to this agreement recognize that on certain occasions it may be necessary for representatives of the Association to perform duties relative to the Association during working hours. In that event, upon the request of an officer of the Association and upon

the approval of the Superintendent or designee, a total of 70 hours released time per year shall be provided to Association officers or Unit Members without loss of pay. Approval of such released time shall not be unreasonably withheld nor shall the released time requested result in the unreasonable disruption of operations.

B.

1. Released time may also be granted to members of the Executive Council, or to Unit Members recommended by the Executive Council, to attend conferences or workshops offered outside of the District. No more than three (3) Unit Members may be released for any one conference with a maximum of fifteen (15) conference days throughout the year. Thirty (30) days advance notice is to be given whenever possible.
2. Requests for such release time shall be made by the President of the Association to the Superintendent or designee. Any denial of release time shall only be based upon pressing operational needs and the reason shall be placed in writing to the President of the Association.
3. Substitutes for Unit Members attending workshops or conferences will be provided where adequate coverage cannot be furnished or if the Administrator judges the workload to require it

#### **4. USE OF FACILITIES**

The Association shall have the right to use the bulletin boards currently located within the District buildings. Posted notices will deal with the business of the Association.

#### **5. CHANGES IN POLICIES AND PROCEDURES**

The District agrees to give written notice to the Association President of any proposed changes in its policies and procedures which come within the scope of this agreement and to negotiate with the Association with respect to such changes unless a legal exception applies. The Association shall have the right to negotiate upon thirty (30) days written notice to the District Superintendent or his representative. Within a reasonable time after such notice, negotiations shall begin regarding the proposed changes and/or impact of such changes upon the terms and conditions of employment herein.

#### **6. ACCESS TO INFORMATION**

Within a mutually agreed upon time in each instance, the District will comply with all reasonable requests to supply information, statistics, and records which may be necessary to the planning of the Association programs and policies and the processing of grievances and negotiations if requested by an officer, grievance chairperson, or negotiator for the Association.

#### **7. PROFESSIONAL DEVELOPMENT**

Unit Members shall be paid regular hourly pay for professional development taken outside the normal workday related to current job duties when approved by immediate supervisor.

#### **8. BUILDING REPRESENTATIVES**

Building Representatives may meet with the Building Principal, at a mutually agreed upon time, to discuss matters relating to the administration of this agreement or a local building problem.



## **9. SCHOOL CALENDAR**

As soon as possible, after completion of calendar negotiations between the District and the Greece Teachers' Association (GTA), the District will provide to the Association the agreed upon school calendar. The Association may review said calendar with the sole purpose of providing input to the District. Such input is expressly limited to the impact, if any, on the work schedule as specified in this agreement. Written response will be provided by the Association to the District within fifteen (15) working days.

## **10. COPIES OF AGREEMENT**

Copies of this Agreement shall be reproduced as soon as possible at the expense of the District and made available to all employees of the Unit now employed or hereinafter employed.

# **ARTICLE VII**

## **PROBLEM SOLVING/GRIEVANCE PROCEDURE**

### **1. DECLARATION OF PURPOSE**

The purpose of this procedure is to reach, at the school level and at the earliest possible time, fair and equitable resolution of Unit Member professional problems. This process should encourage the application of equitable personnel practices in the resolution of problems. If a problem concerning terms and conditions of employment appears to be associated district-wide, an example should be cited and it should follow the problem solving process.

### **2. PROCEDURE**

#### **Local Level**

Every effort should be made to resolve issues of concern on the local school level with the employee and the building administrators. If a resolution can not be reached after attempting to resolve the issue, the employee will move the issue to the Problem Solving Process:

#### **A. Step One**

The employee should document the issue by completing the Problem Solving Process form, detailing the problem and all information in an attempt to resolve the issue. The form must be signed by the employee and submitted to the school building principal. This process will initiate the problem solving process. The school building principal has twenty (20) school days from the date the claim was received to respond. Within the twenty (20) school days, either the Unit Member or immediate supervisor may request an Association Building Representative or another individual within the building to assist in the attempt to resolve the problem. If the problem is not resolved within the twenty (20) school days of the receipt of the claim, the problem shall advance to Step Two. A copy of the claim by the employee and the response from the principal or administrator will be forwarded to the AGCEP President and the appropriate Assistant Superintendent.

#### **B. Step Two**

The Association President and the appropriate Assistant Superintendent shall meet to discuss and attempt to resolve the claim. If a successful resolution is not reached within twenty (20) school days of that discussion, the problem shall advance to Step Three.

At Step Two, the Association must specify whether the claim involves a violation, misrepresentation, or misapplication of specific provisions of the Agreement, thereby identifying whether the problem is a contractual or non-contractual issue.

C. Step Three

The Association President or designee and the Superintendent or designee shall meet to discuss, and attempt to resolve, the problem. If a successful resolution is not reached within thirty (30) school days of that discussion, the problem shall advance to Step Four.

D. Step Four

The Board of Education will discuss and issue a decision on the problem within thirty (30) school days. The Board may request written and/or verbal presentations from the Association President or designee and Superintendent or designee regarding the problem within the thirty (30) school days. If the Board's written decision is unacceptable to the Association, the Association may file a request for mediation/arbitration with the Public Employees' Relations Board (PERB) within ten (10) days of that decision.

E. Step Five

If there is no resolution from Step Four, the identified contractual issue will move to PERB mediation/arbitration according to PERB's rules. If mediation is not successful, and the Superintendent and Association agree in writing, the matter may be submitted to binding arbitration. The costs of the services of the mediator/arbitrator will be borne equally by the District and Association.

## **ARTICLE VIII PAY STATUS FOR EMERGENCY CLOSING OF FACILITY**

Unit Members may take a deduct day or personal day without it affecting their attendance incentive, or members may use a floating holiday or earned vacation day when schools are closed for emergency reasons and the unit member does not report to work. In the event the district is required to extend the school year due to emergency closings, unit members will report to work and be paid their hourly wage.

## **ARTICLE IX OVERTIME**

1. Unit Members shall be paid for time worked beyond their normal schedule, but less than forty (40) hours in a work week, at the request of supervision. All such time requested or required by supervision shall be paid salary or compensatory time as determined by the Unit Member. Compensatory time shall be hour for hour within a forty (40) hour work week.
2. Unit Members who work not more than forty (40) hours in a work week shall be paid for the additional time worked beyond their regular schedule up to forty (40) hours per week on the basis of their regular straight time hourly rate of pay.
3. Unit Members who work more than forty (40) hours per week shall be paid on the basis of time and one-half (1 1/2 times) for all hours worked over forty (40) in any work week. Unit Members cannot earn compensatory time on the basis of working overtime (more than forty (40) hours within a work week).
4. It is agreed that requests for additional time to be worked beyond the Unit Member's normal schedule shall be reasonable.

5. The special assignment payments for the drama piano accompanists and special or outside audio-visual work shall be paid on the basis of time and one-half (1 1/2 times).
6. Security workers at the school(s) of the after-hour school event, for the purposes of supervision or chaperoning, can volunteer for assignment to the event, including sporting events, and will be paid a rate of \$22 per hour, which is inclusive of any time and one-half due the security worker for such hours. If time and one-half of the security worker's regular hourly rate exceeds \$22 per hour, that worker will receive time and one-half. Minimum payment for sporting events will be \$66 per sporting event.  
  
Security workers will receive one (1) hour of pay if they show up to an event and are not given notice that event was canceled.
7. For Unit Members, excluding security workers, who are assigned to an after-hour school event, including sporting events, shall be paid a rate of \$66 per event (or events if they occur during the same day).

## **ARTICLE X VACATION**

1. The District shall provide paid vacation to regularly employed Unit Members who work at least a 49-week work year as follows:
  - A. Eligible Unit Members employed in their first budget year are not entitled to any paid vacation during that year.
  - B. Effective July 1 of the second budget year, eligible Unit Members shall become entitled to receive paid vacation on the basis of pro-rating vacation at the rate of one (1) day per month for each month worked in the first budget year to a maximum of ten (10) days.
  - C. After the completion of one (1) full budget year through five (5) budget years, eligible Unit Members shall be entitled to ten (10) working days.
  - D. Beginning with the sixth (6) budget year and each year thereafter, an additional day of vacation, per budget year, shall be granted to a maximum of twenty (20) days as follows:

<b>Budget Year</b>	<b>Vacation Entitlement</b>
During 6th Budget	Year 11 Days
During 7th Budget	Year 12 Days
During 8th Budget	Year 13 Days
During 9th Budget	Year 14 Days
During 10th Budget	Year 15 Days
During 11th Budget	Year 16 Days
During 12th Budget	Year 17 Days
During 13th Budget	Year 18 Days
During 14th Budget	Year 19 Days
During 15th Budget	Year and After 20 Days

- E. Vacation entitlement will be effective on July 1 of each year based upon the completion of service noted above to eligible actively employed Unit Members.

F. In the event of position abolishment, work year reduction or other involuntary transfer to a position not eligible for paid vacation, an affected Unit Member shall receive the vacation entitlement he/she would have received in that budget year if such action did not occur.

G.

1. Vacation entitlement shall be calculated on the completion of budget years.
2. Length of service in the District for determining vacation entitlement shall be based on the number of completed budget years regardless of whether the employee was entitled to vacation during those years, provided each contract was for at least 39 weeks.

If the yearly schedule was 1/2 the normal (35, 37 1/2, or 40 hours) scheduled week, the employee will be credited for only 1/2 year of service.

3. A maximum of 20 days per school year may be carried over to the following school year. The vacation day carryover includes the vacation days under the Attendance Incentive (Article XII, F.). Employees separating from the district for any reason shall be paid any unused credited vacation.
4. It is expressly understood that requests for vacation shall be granted in accordance with District operating requirements and advance approval is normally required. Whenever possible, vacations should be taken during established recess periods.

## **ARTICLE XI HOLIDAYS**

1. Each 49-week Unit Member shall be entitled to fourteen (14) holidays with pay as follows:

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Columbus Day	President's Birthday
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Day After Thanksgiving	(1) District Designated Holiday
Christmas Day	(1) Floating Holiday

2. Each 44-week Unit Member shall be entitled to thirteen (13) holidays (except Independence Day) with pay as noted above. In addition, anyone scheduled to work the day before and the day after Independence Day shall be paid for this holiday.
3. Each 39-week Unit Member shall be entitled to twelve (12) holidays with pay as noted above excluding Independence Day and Labor Day.
4. Observation of such holidays shall be designated by the District and may be changed from year-to-year depending upon the official school calendar. If it is necessary to make-up required school days and the observation of certain designated holidays cannot be accommodated, the District shall promptly notify the Association and enter into joint discussions to determine a substitute day when school is not in session.
5. An employee must be actively on paid status (working or on paid leave) to be entitled to holiday pay.

6. The District shall designate the District designated holiday for the following school year by June 30th of each school year.
7. The floating holiday may be taken at the employee's discretion; however, the floating holiday must be requested by reasonable advance notice and is subject to approval from the Unit Member's supervisor. Approval shall not be unreasonably denied. The Floating Holiday will be used in full day increments. Floating Holidays that are not used during the school year will not be carried over to the next year.

## **ARTICLE XII GENERAL ABSENCE PROVISIONS**

### **1. PAID LEAVES**

#### **A. Personal Days**

The District shall provide Unit Members two (2) personal days with pay during the year, if personal needs require time off. Personal days may be used for personal, legal, religious, business, household or family matters, and routine medical or dental examinations which cannot be handled outside normal working hours. Unit Members need not specify the reason for taking a personal day, but advance notice of the day or days needed must be given and the reason for the personal day is one which is stated above. Personal days may not be used for personal holidays or vacation or as supplements to holidays or vacations. Personal days may be used at any time for the purposes stated above. However, a supervisor may ask for a specific reason for the personal day when it is immediately before or after a vacation. Personal days may not be taken in less than half-day increments.

Unused personal days will convert to sick leave at the conclusion of each school year. At no time will the applied unused personal days increase the maximum number of cumulative sick leave days allowable under Article XII, D

Note: All medical or dental appointments, diagnostic tests or treatment thereof for any known or suspected illness or injury are classified as either sick leave or personal days. It is the responsibility of the Unit Member to set appointments outside of normal working hours if at all possible

#### **B. Bereavement Pay**

The District shall provide three (3) days with full pay during the year to each Unit Member for each death in the immediate family. The immediate family is defined as spouse, parent, son, or daughter.

The District shall provide three (3) days with full pay during the year to each Unit Member for each death in the extended family. The extended family is defined as sister, brother, father and mother-in-law, grandchildren, grandparents, sister and brother-in-law, son and daughter-in-law, or any person living within the same household as the Unit Member.

The District shall provide one (1) day with full pay during the year to each Unit Member for the observance of the death of a close friend.

Supervision must be notified as soon as possible of impending absences resulting from the exercise of benefits outlined in this section. Absences for death in the family are intended to be used for participation in the services or closely related activities.

C. Illness in the Family

The District shall provide, upon request, to employees who are eligible, three (3) paid days during each year for illness in the immediate family. Immediate family, for this purpose, is defined as spouse, son, daughter, mother, father, sister, brother, or any person living within the same household.

D. Sick Leave

Unit Members shall be granted sick leave as follows: 39-week employees — 10 days per year accumulative to 160 days; 43+1 or 44-week employees — 11 days per year accumulative to 180 days; 49-week employees — 12 days per year accumulative to 200 days.

E. Jury Duty

Unit Members will be granted leave to fulfill jury duty. During such leave the Unit Member would be paid his/her full salary by the District, subject to the following provisions:

1. A Unit Member must notify his/her supervisor by presenting written notification of the Juror Summons no later than the first scheduled workday following the receipt of notice of selection for jury duty or for examination.
2. Unit Members are expected to work all available reasonable hours outside of those actually required for jury duty or examination.
3. In order to be eligible for such payments, the Unit Member must furnish a written statement from the appropriate public official showing the days and time served.

F. Adoption/Paternity

Male members of the unit shall be allowed up to two (2) days leave with pay in connection with the birth or adoption of a child. Female members shall be allowed up to two (2) days leave with pay for the adoption of a child.

G. Attendance Incentive

Following completion of six (6) months of service from last date of hire, one day of paid vacation shall be provided to Unit Members according to the following schedule:

<i>Continuous Days</i>	<i>Cumulative Continuous Days</i>	<i>Earned Vacation Day</i>
First 70	70	1
Next 60	130	1
Next 50	180	1
Next 50	230	1

The 50-day continuity standard will be used until attendance is disrupted. This continuity would be lost due to sick leave, personal days, family illness, or deduct absence. Time worked on summer assignments will count toward the 70-60-50 attendance incentive. Any discontinuity would start the continuous day target all over again toward seventy (70) continuous days. Any absences due to paid vacations and holidays, death in the family or of a close friend, or jury duty shall not be counted as disrupting the time in computing such period of continuous work.

#### H. Other

Under unusual circumstances or extenuating conditions, five (5) additional days per year of paid absences may be granted by the Executive Director of Human Resources or designee for any of the purposes listed in items A, B, and C.

Where additional days are requested, the Unit Member will be requested to give reasons for such requests.

#### I. Special Education Monitors Entitlements

In lieu of the entitlements provided for in provisions A-G of this article, Special Education Monitors will receive three (3) paid days off each school year. Such days can be used for any circumstance and may be taken at the employee's discretion, however, must be requested by reasonable advance notice and subject to approval from the Unit Member's supervisor. Approval shall not be unreasonably denied. Any unused days during the school year will not be carried over to the next year.

### 2. LEAVES WITHOUT PAY

- A. Authorized Unpaid Leave Days Unpaid leaves of absence for up to five (5) work days for compelling and unusual personal reasons may be granted to permanently appointed Unit Members upon written request subject to approval of the Superintendent or designee after consultation with the immediate supervisor. Approval for such leave shall be at the sole discretion of the Superintendent or designee, and any denial of a request shall not be grievable. However, all remaining unused vacation time must be utilized by a Unit Member before requesting such unpaid leave.

#### B. Leaves of Absence

1. Any employee of this unit may request a leave of absence, for any reason, for a period not to exceed twelve (12) months, such a leave to be without pay. Such requests shall not be unreasonably denied. Should permission for a leave of absence be denied, reasons for such denial will be in writing.
2. The replacement process for Unit Members on leave will be in accordance with Civil Service regulations, and those replacements will be informed of the temporary nature of their appointment.
3. Where leave has been granted, the employee shall notify the Department of Human Resources in writing at least one (1) month prior to the expiration date of the leave period, of his/her intention to return to work or resign. Failure to do so shall be deemed a resignation, except in cases when extenuating circumstances prevent such notification.
4. Upon return from a leave of absence, in accordance with the aforementioned conditions, the Unit Member will be reinstated to active employment status in accord with applicable Civil Service regulations.

### **3. REINSTATEMENT**

An AGCEP Unit Member who has resigned from his/her position may be reinstated to the position from which he/she resigned or to another position within the same job classification/title in accordance with Rule XX "Reinstatement" of the Monroe County Civil Service Rules and Regulations.

Such reinstatement shall be at the sole discretion of the employer.

If an AGCEP Unit Member is reinstated within one (1) year of the effective date of his/her resignation then the following conditions will apply: in accordance with Rule XVI "Probationary Term," Section 9, the employee will not be subject to a new probationary period; for the purposes of layoff, a reinstatement within one (1) year shall not constitute a break in service, and the employee's seniority date shall not be affected; the employee's hourly rate shall be set at the same grade and step that he/she was on at the time of resignation; all other benefits shall start anew (i.e., sick leave, vacation leave — if eligible, etc.).

If an AGCEP Unit Member is reinstated after one (1) year of the effective date of resignation, the employee shall be considered a new hire in all regards.

### **4. NEWLY HIRED EMPLOYEES**

Members of the unit will be eligible for bereavement paid absence immediately upon employment. Such employees will be eligible for sick leave, personal days, and family illness upon completion of six (6) months of service from last date of hire or the Civil Service probationary period, whichever occurs first.

## **ARTICLE XIII HEALTH & WELFARE BENEFITS**

### **1. HEALTH INSURANCE**

Effective April 1, 2006, for all current Unit Members who are working thirty (30) or more hours per week the District will make available all plans made available by the Rochester Area School Health Plan II (RASHP II). Any Unit Member working less than 30 hours per week may participate in an active RASHP II plan at the employee's expense.

The District will pay 90% of the premium of Blue Point 2 Value for employees hired before July 1, 2006. For employees hired after July 1, 2006 the District shall pay 80% of the Blue Point 2 Value premium. Effective July 1, 2012, the District will pay 88% of the premium of Blue Point 2 Value for employees hired before July 1, 2006.

The District will pay 70% of the premium of Blue Point 2 Value for employees hired after July 1, 2011.

For Unit Members enrolled in Blue Point 2 Extended or Blue Million at July 1, 2011, the District contribution will be as follows:

- Eight-five percent (85%) of the applicable premium if hired prior to July 1, 1993;
- Eighty percent (80%) of the applicable premium if hired after July 1, 1993 and before July 1, 2003;
- Ninety percent (90%) of the Blue Point 2 Value premium if hired after July 1, 2003 and before April 1, 2006.



The District will permit employees who are enrolled in the District Health Insurance Program who retire from the District to continue to participate in the District Health Insurance Program at the group rate. The cost of this benefit is to be borne by the individual. In lieu of the health care benefit, Special Education Monitors will receive \$100.00 in a Health Reimbursement Account, effective July 1, 2012.

**2. DENTAL PLAN**

The District shall make the District Dental Plan available. Employees who work thirty (30) hours or more per week shall be eligible to participate in the program. The full cost of such participation will be borne by the Unit Member and participation will be in accordance with practices and procedures determined by the District.

**3. LIFE INSURANCE**

The District shall provide a Group Life Insurance Program. Employees who work thirty (30) hours or more per week shall be eligible to participate in such program in accordance with the policy provisions. Premiums are paid by participating employees through payroll deductions.

**4. LONG-TERM DISABILITY**

Long-Term Disability coverage shall be provided after thirty-one (31) days of employment to all Unit Members who work at least twenty (20) hours per week. Such coverage shall be in accordance with the District plan in effect at the time this agreement is made.

**5. UNEMPLOYMENT INSURANCE**

In accordance with New York State Unemployment Insurance Law, it is expressly understood that less than twelve (12) month Unit Members shall be reinstated in an active status after customary and established vacation, holiday, or summer recess periods unless specifically advised otherwise. Nothing in this provision shall abrogate, deprive, or diminish the Board of Education from exercising its legal powers in the discharging of its responsibilities.

**6. PERSONAL PROTECTION & LEGAL COUNSEL**

- A. If a Unit Member suffers loss or destruction of a prosthetic device, such as eyeglasses, denture, hearing aid, etc., or has had his/her clothing damaged while acting in the line of duty, i.e., stopping a disturbance, being assaulted by a student, or attempting to prevent the destruction of District property, the District will assume the reasonable cost of the replacement or repair of such item(s), provided such loss, damage, or destruction was not due to the Unit Members' negligence, carelessness, or failure to follow reasonable precautionary measures or is otherwise covered by Workers Compensation or
- B. If such assault on a Unit Member results in lost time, the Unit Member will be paid his/her regular wages, and such paid absence shall not be deducted from any sick leave to which the member is otherwise entitled under this agreement.
- C. The District agrees to select and provide legal counsel to and hold harmless a Unit Member as a result of any legal action brought against him/her arising out of any necessary action taken involving supervision of the students and while in the discharge of his/her duties and within the scope of their employment. However, the District shall not be liable for any damages which may result on account of a Unit Members' personal

negligence or other acts outside the scope of their employment, whether intentional or unintentional, nor shall the District be required to provide legal counsel in connection with such acts. The member must, however, within five (5) days of service of a summons, complaint, or other legal paper, deliver the original or a copy to the Executive Director of Human Resources.

**7. TAX-SHELTERED ANNUITIES**

The District shall provide Unit Members the opportunity to purchase tax-sheltered annuities under the program of their choice providing that choice conforms to the District Tax-Sheltered Annuity Program.

**8. RETIREMENT**

The District will continue to participate in the New York State Employees' Retirement System and in the New York State Teachers' Retirement System for eligible Unit Members.

**9. RETIREMENT INCENTIVE**

Unit Members with a minimum of twenty (20) years of District service, who retire from the District, will receive a one time non-elective Employer contribution of \$2,000 into the Unit Member's 403(b) account. Unit Members with a minimum of twenty five (25) years of District service, who retire from the District, will receive a one time non-elective Employer contribution of \$2,500 into the Unit Member's 403(b) account.

**10. NEWLY HIRED EMPLOYEES**

Newly hired employees of this unit who fulfill the requirements of this Agreement and District contracts with insurers, and who are otherwise eligible, will be entitled to benefits prescribed within this Article immediately upon employment.

**11. HEALTH REIMBURSEMENT ACCOUNT**

Effective July 1, 2008 the District shall set aside for the credit of each Unit Member, except for Special Education Monitors, who is actively employed and regularly working thirty (30) hours or more per week a sum of one hundred and seventy-five dollars (\$175) each fiscal year to be used for out-of-pocket medical expenses such as health and dental deductibles, co-payments, and/or expenses for health care services consistent with applicable law.

District shall set aside for the credit of each Special Education Monitor who is actively employed and regularly working thirty (30) hours or more per week a sum of one hundred dollars (\$100) each fiscal year to be used for out-of-pocket medical expenses such as health and dental deductibles, co-payments, and/or expenses for health care services consistent with applicable law.

Any such funds to the credit of the Unit Member which are not used by the end of a school year shall be available for use by such Unit Member in subsequent school years. An individual who resigns, retires, or is terminated from the District may, within thirty (30) business days after the Unit Member's last day of work, direct that any remaining funds to the credit of the Unit Member be used for eligible expenses incurred while employed by the District. Any funds to the credit of such Unit Member which are not used to cover medical expenses as defined above shall revert to the District and shall not be paid to such Unit Member.

## **ARTICLE XIV**

### **GENERAL PERSONNEL PRACTICES**

#### **1. OPENINGS WITHIN THE UNIT**

Job postings for vacancies for competitive Unit Member positions shall occur during the fiscal year from July through June; job postings for 10-month positions shall occur from September through June.

Notices of all specific openings in this unit will be given by the administration as they occur and as specified above. Postings will be displayed on bulletin boards and the District Web site. Such posting will remain posted for a period of seven (7) consecutive workdays. No applicant shall be hired prior to the closing date.

Applicants will be notified in writing when the position has been filled.

Other factors being equal, Unit Members will be given preference on the basis of seniority. Seniority is defined under Civil Service Law or Education Law, whichever is applicable.

Upon request, an unsuccessful applicant shall be entitled to an oral discussion of the reasons why he/she was not appointed to the opening. The action of the District in filling an opening shall not be subject to the problem solving/grievance procedure of this Agreement.

A permanent employee whose promotion results in a provisional or probationary period shall have the right to return to a vacancy in his/her former classification if he/she does not satisfactorily complete the provisional or probationary period.

#### **2. ANNUAL NOTIFICATION OF ASSIGNMENTS**

The District will notify Unit Members in writing of their assignment for the new school year no later than June 15th. If the Unit Member has requested a transfer, refer to Section 3 of this Article.

#### **3. TRANSFERS — VOLUNTARY**

- A. A Unit Member desiring a transfer for the following school year may request a change in assignment by submitting a request via the District's Declaration of Intention Survey in January each school year. Any additional requests will be submitted by email to the Department of Human Resources by June 30th each year. Transfer requests shall be considered valid until August 31st each year for placement in the new school year.
- B. A list of those wishing to transfer will be provided to the union leadership once finalized in July.
- C. Unit members who notify the District via email of a desire to transfer to a different location for the following new school year will receive priority consideration in the event that such a vacancy occurs. If such a vacancy occurs, the unit member requesting transfer will be notified by the building administrator where the vacancy exists. If a Unit Member is requesting a different position for the new school year, they will follow the same process.

- D. If the position to which a Unit Member was granted a transfer is eliminated prior to the Unit Member assuming his or her new duties, the transfer shall be deemed null and void. In such event the Unit Member shall retain all the rights and privileges of his or her current assignment. In the case where a Unit Member has been excessed from a building assignment, placed in a new assignment in another location and then a position opens up in the original building, every effort will be made to return the Unit Member to his or her original assignment.
- E. Positions (certified or Civil Service non-competitive or labor class) will be filled based on district seniority with the exception of a Child Care Associate and Special Education Monitor which are chosen based on "best fit for the student(s)".
- F. Confirmation of summer placement will be made via email prior to the new school year beginning.
- G. A list of those Unit Members transferred will be provided to the union leadership prior to the start of school.

#### **4. TRANSFERS — INVOLUNTARY**

If a Unit Member must be transferred from one department or school to another, two (2) week's notice, if possible, shall be given to the person being transferred and to the immediate supervisor. Explanation for the transfer must be given verbally to the Unit Member by the supervisor. Where a Unit Member is transferred within the same classification, the Unit Member will not suffer any loss in rate of pay.

#### **5. ADMINISTRATION OF MEDICATION**

Unit Members shall not administer medication of any type to a pupil.

#### **6. SUBSTITUTES FOR UNIT MEMBERS**

Substitutes for Unit Members will be provided where necessary coverage is required, or where it is known the absence will be for at least a full week and if the Administrator judges the work load to require it.

#### **7. LUNCH PERIODS**

Each Unit Member (including security staff) is entitled to a minimum 1/2 hour dutyfree lunch period. A Unit Member who does not have paid lunch periods shall not be restricted to his/her building during his/her lunch period. When a Unit Member leaves the building, he/she may be required to sign out and in.

#### **8. SUBSTITUTING & SUPERVISION**

- A. No Unit Member shall be required to teach a class due to the absence of a certified teacher or without the supervision of a certified teacher. However, a Unit Member may be required to supervise or monitor groups of students. This paragraph is to be read in conjunction with the provisions of paragraph B, C, and D.
- B. Unit Members assigned to supervise may reinforce instructional application of lesson plans previously covered by a teacher, but in no case shall they be responsible for developing plans for material not previously taught by a teacher.

- C. In an emergency situation, when all teacher substitutes are exhausted and the Principal has made all reasonable efforts for other teacher/administrative coverage, a Unit Member (excluding security workers) may be asked to monitor or supervise a class more than one (1) hour, or one class period if less than sixty (60) minutes, but no more than the remainder of the same day. Any time over one (1) hour, or over one class period if less than sixty (60) minutes, must be mutually agreed upon by the immediate supervisor and the Unit Member. If the Unit Member agrees to work more than one hour as a substitute teacher, she or he will receive a pay differential for all hours worked. Should the Unit Member work less than one hour or class period, no differential shall be paid. It is expressly understood that the supervisor for a Unit Member is an Assistant Principal at the Middle/High School level or a Principal at the Elementary level. The substitute teaching differential effective July 1, 2011 is \$9.00 per hour.
- D. In the event a Unit Member raises a question concerning his/her assignment as it relates to this provision, the following procedure should be used:
  - 1. The matter should be informally discussed with the person assigning the task and the reason for concern should be explained. If the assignor insists the task be completed immediately, the Unit Member should carry out the task.
  - 2. If the matter is not resolved, the Unit Member should then request a meeting with the immediate supervisor to discuss the issue.
  - 3. If the matter is not resolved to the satisfaction of both parties, the Unit Member may request a meeting with the next level of supervision up to and including the appropriate Assistant Superintendent, who will have the final decision on the matter.
- E. A Unit Member that fills in for another Unit Member doing upper level work will be paid a differential of \$1.00 per hour on the sixth consecutive day working in the upper level assignment and be retroactive to the first day of the assignment.

## **9. EVALUATION OF UNIT MEMBERS**

- A. Teaching Assistants. Attached as Appendix C.
- B. Other Unit Members: The evaluation shall be done in accordance with the jointly developed process and timetable which includes an appeals process. The purpose of evaluation is to inform Unit Members of their performance.

Supervisors will evaluate each individual using the Employee Performance Evaluation form.

Evaluation Progress and Timetable:

- 1. By April 1, evaluation forms and applicable instructions will be distributed to all affected supervisors.
- 2. During the period May 15 through June 15, evaluations are completed for each AGCEP Unit Member by supervisors.
  - a. Written information on performance should be obtained from other professional staff that work directly with the non-teaching staff and should be used by the administrator or supervisor in preparing evaluations.

- b. The staff member may also submit information about his/her performance.
  - c. A copy of the evaluation will be in the hands of the staff member 48 hours in advance of the evaluation conference.
3. By June 15, a final evaluation conference is to be conducted by the appropriate administrator or supervisor.

Each completed evaluation must be signed by the person acknowledging that the evaluation was given and that he/she has received a copy. At this time any Unit Member who wishes may, after the evaluation conference, prepare a written commentary to the evaluation, and this commentary will be included in the file along with the evaluation document or any copies that are made thereof.

Note: Evaluation, including termination of employment, is covered by Problem Solving/Grievance Procedure of Article VII and Paragraphs A and B of Article XIV, Section 13, Job Security.

## **10. PERFORMANCE DISCUSSIONS**

In the event a supervisor perceives a performance problem or concern with a Unit Member and which problem or concern would be placed in the Unit Member's annual evaluation, the supervisor will discuss the nature of the problem or concern and the proposed suggestions to correct the problem with the Unit Member at the time such concern occurs.

Unit Members serving an eight (8) month probationary period will be evaluated between the first day of the fifteenth week of probation and the last day of the twentieth week of probation. The intent of this evaluation is to notify the Unit Member of how she/he is performing the duties of the position and what problem areas, if any, must be remediated before permanent status is granted. The evaluation must be in writing in any format the Unit Member's supervisor deems appropriate.

This discussion should be viewed as a constructive process to provide timely attention and encourage correction and/or improvement of the employee's performance. It is recognized, of course, that an open and ongoing dialogue between supervision and employees concerning job performance often leads to a greater awareness and understanding of mutual goals, concerns and expectations by both parties. To this end, the annual performance evaluation should reflect a summary of the employee's performance including any previously noted concerns.

This provision shall not be subject to Article VII, Problem Solving/Grievance Procedure, nor shall it increase or decrease the rights or obligations of the parties contained in any other provision of this Agreement.

## **11. JOB DESCRIPTIONS**

Job descriptions of all classifications of employment covered by this Agreement will be available to the Association. Any Unit Member so requesting from the Human Resources Office may have his/her qualifications reviewed and receive counsel whereby he/she may qualify for a higher job classification.

## **12. SUMMER OPPORTUNITIES**

Unit Members who apply for summer assignments will be given priority considerations if they satisfy all qualifications and position posting requirements.

## **13. JOB SECURITY**

- A. Reasons for dismissal of a Unit Member shall be given to the Unit Member in writing, two (2) weeks prior to the termination date unless otherwise provided under the Education Law or Civil Service Law. If immediate dismissal is necessary, the Unit Member will receive two (2) weeks severance pay along with written reasons for dismissal.
- B. Notwithstanding any Civil Service regulations or the Education Law, no Unit Member whose work is judged satisfactory shall be dismissed for arbitrary or capricious reasons.
- C. Layoff — If there is to be a reduction in the number of Unit Members employed by the District due to layoff, or if there is to be a recall, the following procedure shall apply.
  1. Prior to any action by the District, the Association will be notified in writing that layoffs are being considered. Such notice shall be no fewer than seven (7) calendar days before the action is presented to the Board of Education for decision.
  2. The reduction in force will be accomplished through attrition to the extent possible.
  3. For purposes of layoff and recall, seniority is defined as the length of continuous employment with the District commencing with the date of the employee's first probationary appointment. Any service of a substitute, on-call, provisional, or temporary nature preceding the first probationary appointment shall not be counted toward seniority, and any period of time while on an unpaid leave of absence shall not be counted toward seniority. Seniority will be broken upon resignation (except where reinstated within a period of one (1) year), termination for misconduct and/or incompetence and layoff for a period of fifteen (15) months or longer, if provided in the Civil Service or Education Law. A part-time employee's seniority shall be prorated.
  4. Noncompetitive Civil Service Unit Members shall be reduced on the basis of seniority within the Civil Service classification affected. In the event a senior teacher aide position is abolished, the affected employee may bump into a teacher aide position if the employee has previously held the teacher aide title and has more seniority than the teacher aide being displaced.
  5. If it becomes necessary to reduce the number of competitive Civil Service Unit Members through layoff, such layoff shall occur in compliance with Civil Service regulations. Laid-off competitive class Unit Members shall be recalled in compliance with the Civil Service regulations.
  6. If it becomes necessary to reduce the number of teaching assistant Unit Members through layoff, such reductions shall occur in compliance with the Education Law and regulations. Recall of laid-off teaching assistants shall be in compliance with the Education Law and regulations.

## **14. TEACHER AIDE CLASSIFICATION**

- A. All Teacher Aides are required to have specific clerical skills regardless of their assignment.

- B. Association members currently in a position that is reclassified to lower classification will continue in their present category and pay scale. Should a member voluntarily transfer or terminate service in the District, the new hire will be properly classified and placed on the correct salary schedule.
- C. The District reserves its rights to assign duties to employees within their job classification, but recognizes its obligation to meet with the Association to negotiate the impact of any reclassification that affects the wages, hours, or terms and conditions of employment for employees covered by this agreement.

## **15. TUITION REIMBURSEMENT**

Requests for tuition reimbursement must be directly related to the employee's work assignment. A Tuition Reimbursement form will be completed by the employee, submitted to the building principal for recommendation and submitted to the Department of Human Resources for final approval prior to enrolling in course work.

Tuition reimbursement shall be limited to a maximum of two (2) courses (to include online courses) per school year and the employee must receive a passing grade of "C" or better. Tuition reimbursement will be tied to the college tuition rate but at no time will the reimbursement amount exceed the current SUNY tuition rate. Tuition reimbursement for security staff will be limited to enrollment in the Monroe Community College Police Science Program.

An official student transcript and financial aid transcript must be submitted at the time the reimbursement is requested. If a member is working on a part-time basis, tuition reimbursement will be prorated to their full-time equivalency (FTE).

## **16. SECURITY UNIFORMS**

Security staff required by the District to wear a uniform shall be provided shirts and jackets annually and as needed. As part of the uniform, security staff shall purchase pants of a color and style specified by the District. Security staff shall be reimbursed up to sixty dollars (\$60) annually for the cost of such pants, provided they turn in sales receipts for the purchase of the pants. Receipts shall be turned into the Supervisor of District Security, Safety, and Environmental Health for reimbursement. Reimbursement will not include applicable New York State sales tax for the item.

# **ARTICLE XV JOB SHARING**

## **1. APPLICATION PROCESS**

- A. Only AGCEP Unit Members may initiate and apply for job sharing AGCEP positions (not applicable to security staff). The District will determine the availability of job sharing positions. Unit Members wishing to share a position shall fill out an application provided by the Human Resources Office. The form shall seek, among other information, the duration of the job sharing assignment desired by the applicant. Application must be made by May 15th, for the following year. No more than two Unit Members may share a single position.



- B. It is the general intent of the parties that job sharing arrangements occur between two current AGCEP Unit Members. If neither the applicant for the job sharing arrangement nor the District can find an interested Unit Member to complete the job share team, the District may, at its discretion, post a part time position, the effect of which would be to hire the team partner sought in the job share. In such cases where an outside candidate has been hired to complete the job share team, both members of the job share team shall be entitled to the protections and provisions of Article XV of this Agreement beginning with the first day of employment under this arrangement.
- C. If a request for job sharing is denied, the Unit Member shall be notified no later than June 15th, and the reason for denial be given in writing. Unit Members retain the right to reapply during any subsequent year.

## 2. PROVISIONS

- A. A shared position is to be treated as one whole position. Any applicable Civil Service or Education Law requirements for a full time position shall apply to both members of the job sharing team.
- B. Unit Members shall be paid at the appropriate contractual hourly rate for the time spent at the shared position. Each successive year, the Unit Members will advance on the salary schedule, or be entitled to any other negotiated increases that apply.
- C. Unit Members shall retain full seniority earned prior to becoming a job sharer. Additional seniority shall continue to accrue on a pro rata basis during the time served in the shared position. Job sharers new to the District shall accrue seniority on a pro rata basis during the time served in the shared position.
- D. Should one of the members of the job sharing team leave the position, the other shall request either:
  - 1. that the job sharing continue and a new team member be sought through normal posting procedures.
  - or-
  - 2. that the job revert to a full time position with the remaining member of the job sharing team given preference in filling that position.
- E. Unit Members shall retain sick leave benefits accrued immediately prior to job sharing and shall be granted sick leave and personal leave days on a pro rata basis.
- F. Job sharers may not substitute for each other without the approval of their supervisors.
- G. The cost of associated fringe benefits for the shared position shall not total more than the dollar amount for any corresponding position in the bargaining unit. The Association, District, and involved Unit Members will meet to arrange for an equitable distribution of fringe benefit dollars on a case by case basis. In cases involving the hiring of a part time employee to complete the job share team, the AGCEP Unit Member who initiated the request for job sharing is entitled to all of the fringe benefits associated with the position. The part time person hired shall be entitled to only those benefits afforded other part time Unit Members.

## **ARTICLE XVI**

### **GENERAL SALARY PROVISIONS**

#### **1. SALARY SCHEDULE**

- A. The salary schedules listed as Appendix A are effective July 1, 2011, July 1, 2012, respectively. During the 2008-09, 2009-2010, 2010-2011 school years all unit members except Special Education Monitors moved one step each year within the 2007-2008 salary schedule.
- B. Unit Members shall move annually to the next step of the salary schedule. Those members moving to or who are currently "off" step will receive a 3% salary increase at July 1, 2011 and a 2% increase at July 1, 2012.
- C. Annual increases shall not be dependent on evaluation.
- D. All unit members that are actively employed at July 1, 2011 will receive a one-time payment of four hundred dollars (\$400) for each year of the expired contract (2008-09, 2009-10, 2010-11) that they did not receive a step increase.
- E. Special Education monitors will be paid \$8.00 per hour effective July 1, 2011 and \$8.20 effective July 1, 2012.
- F. If the Unit Member is promoted to a classification on a higher salary schedule the Unit Member will be guaranteed at least a five percent (5%) increase in salary.

#### **2. PAYMENT SCHEDULE**

Pay for employees of this unit (except Special Education Monitors) will be annualized over the course of their annual work schedule based on their hourly rate multiplied by their annual hours. Employees of this unit will be paid on a biweekly basis according to the established Salary Schedules (Appendix A). For pay purposes, termination dates or the commencement of unpaid leaves of absence will be considered to be the last day worked plus any accrued, unused vacation days.

#### **3. LONGEVITY SCHEDULE**

Longevity payments will be paid during the first pay period of December. Longevity pay will be according to the following schedule:

- Unit Members will receive a \$250 longevity increase added to their salary during their eleventh (11th), twelfth (12th), thirteenth (13th), fourteenth (14th), and fifteenth (15th) years of employment.
  - Unit Members will receive a \$375 longevity increase added to their salary during their sixteenth (16th) through twentieth (20th) years of employment.
  - Unit Members shall receive a \$525 longevity increase added to their salary during their twenty-first (21st) and following years of employment.
- If the employee separates from the District and is eligible at that time for longevity pay, the longevity payment will be paid upon departure.

## ARTICLE XVII

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

Dated TBD

GREECE CENTRAL SCHOOL DISTRICT TOWN OF GREECE, NEW YORK

By



SUPERINTENDENT OF SCHOOLS



PRESIDENT, BOARD OF EDUCATION

ASSOCIATION OF GREECE CENTRAL EDUCATIONAL PROFESSIONALS



PRESIDENT, AGCEP

## **APPENDIX A**

### ***S01***

***Teacher Aides,  
Teacher Aide A's,  
Health Aides***

S01	07-08 08-09 09-10 10-11	11-12	12-13
1	\$8.19	\$8.28	\$8.37
2	\$8.43	\$8.44	\$8.45
3	\$8.68	\$8.69	\$8.61
4	\$8.95	\$8.95	\$8.86
5	\$9.22	\$9.22	\$9.12
6	\$9.49	\$9.50	\$9.40
7	\$9.77	\$9.78	\$9.69
8	\$10.04	\$10.06	\$9.97
9	\$10.32	\$10.34	\$10.26
10	\$10.59	\$10.63	\$10.55
11	\$10.86	\$10.91	\$10.84
12	\$11.14	\$11.19	\$11.13
13	\$11.41	\$11.47	\$11.41
14	\$11.69	\$11.75	\$11.70
15	\$11.96	\$12.04	\$11.99
16	\$12.23	\$12.32	\$12.28
17	\$12.51	\$12.60	\$12.56
18	\$12.78	\$12.88	\$12.85
19	\$13.05	\$13.16	\$13.14
20	\$13.33	\$13.45	\$13.43
	OFF	OFF	OFF

**APPENDIX A**  
**S02**  
*Child Care Associates,*  
*Job Training Specialists,*  
*Sr. Teacher Aides*

S02	07-08 08-09 09-10 10-11	11-12	12-13
1	\$8.80	\$8.89	\$8.98
2	\$9.04	\$9.06	\$9.07
3	\$9.29	\$9.31	\$9.24
4	\$9.55	\$9.57	\$9.50
5	\$9.83	\$9.84	\$9.76
6	\$10.10	\$10.12	\$10.03
7	\$10.37	\$10.40	\$10.32
8	\$10.65	\$10.68	\$10.61
9	\$10.92	\$10.97	\$10.90
10	\$11.19	\$11.25	\$11.19
11	\$11.47	\$11.53	\$11.47
12	\$11.74	\$11.81	\$11.76
13	\$12.02	\$12.09	\$12.05
14	\$12.29	\$12.38	\$12.34
15	\$12.56	\$12.66	\$12.62
16	\$12.84	\$12.94	\$12.91
17	\$13.11	\$13.22	\$13.20
18	\$13.39	\$13.51	\$13.49
19	\$13.66	\$13.79	\$13.78
20	\$13.93	\$14.07	\$14.06
	OFF	OFF	OFF

## APPENDIX A

### *S03 Clerk Typists*

S03	07-08 08-09 09-10 10-11	11-12	12-13
1	\$9.05	\$9.14	\$9.23
2	\$9.29	\$9.32	\$9.32
3	\$9.54	\$9.57	\$9.51
4	\$9.81	\$9.83	\$9.76
5	\$10.09	\$10.11	\$10.02
6	\$10.36	\$10.39	\$10.31
7	\$10.63	\$10.67	\$10.60
8	\$10.90	\$10.95	\$10.89
9	\$11.17	\$11.23	\$11.17
10	\$11.45	\$11.51	\$11.45
11	\$11.71	\$11.79	\$11.74
12	\$11.98	\$12.06	\$12.03
13	\$12.26	\$12.34	\$12.30
14	\$12.54	\$12.63	\$12.59
15	\$12.83	\$12.92	\$12.88
16	\$13.09	\$13.21	\$13.18
17	\$13.36	\$13.48	\$13.47
18	\$13.64	\$13.76	\$13.75
19	\$13.91	\$14.05	\$14.04
20	\$14.18	\$14.33	\$14.33
	OFF	OFF	OFF

**APPENDIX A**  
**S04**  
*Unit Office Secretary,  
Asst. Principal for Athletics' Secretary,  
Counseling Secretary*

S04	07-08 08-09 09-10 10-11	11-12	12-13
1	\$11.37	\$11.46	\$11.55
2	\$11.61	\$11.71	\$11.69
3	\$11.86	\$11.95	\$11.95
4	\$12.12	\$12.21	\$12.19
5	\$12.39	\$12.48	\$12.46
6	\$12.67	\$12.76	\$12.73
7	\$12.94	\$13.05	\$13.02
8	\$13.21	\$13.33	\$13.31
9	\$13.49	\$13.61	\$13.60
10	\$13.76	\$13.89	\$13.88
11	\$14.04	\$14.18	\$14.17
12	\$14.31	\$14.46	\$14.46
13	\$14.58	\$14.74	\$14.75
14	\$14.86	\$15.02	\$15.03
15	\$15.13	\$15.30	\$15.32
16	\$15.41	\$15.59	\$15.61
17	\$15.68	\$15.87	\$15.90
18	\$15.95	\$16.15	\$16.19
19	\$16.23	\$16.43	\$16.47
20	\$16.50	\$16.71	\$16.76
	OFF	OFF	OFF

**APPENDIX A**  
**S05**  
*Elementary Principal's Secretary*  
*and Middle School Principal's Secretary*

S05	11-12	12-13
1	\$12.62	\$12.71
2	\$12.86	\$12.87
3	\$13.11	\$13.12
4	\$13.37	\$13.37
5	\$13.64	\$13.64
6	\$13.92	\$13.91
7	\$14.19	\$14.20
8	\$14.46	\$14.47
9	\$14.74	\$14.75
10	\$15.01	\$15.03
11	\$15.29	\$15.31
12	\$15.56	\$15.60
13	\$15.83	\$15.87
14	\$16.11	\$16.15
15	\$16.38	\$16.43
16	\$16.66	\$16.71
17	\$16.93	\$16.99
18	\$17.20	\$17.27
19	\$17.48	\$17.54
20	\$17.75	\$17.83
	OFF	OFF

Note  
Unit members on this salary schedule  
were paid on S04 for previous school  
years.



**APPENDIX A**  
**S06**  
*Senior High School Principal's Secretary*

S06	07-08 08-09 09-10 10-11	11-12	12-13
1	\$13.80	\$13.89	\$13.98
2	\$14.03	\$14.21	\$14.17
3	\$14.28	\$14.45	\$14.50
4	\$14.55	\$14.71	\$14.74
5	\$14.82	\$14.99	\$15.01
6	\$15.10	\$15.27	\$15.29
7	\$15.37	\$15.55	\$15.57
8	\$15.65	\$15.83	\$15.86
9	\$15.92	\$16.11	\$16.15
10	\$16.19	\$16.40	\$16.44
11	\$16.47	\$16.68	\$16.72
12	\$16.74	\$16.96	\$17.01
13	\$17.01	\$17.24	\$17.30
14	\$17.29	\$17.53	\$17.59
15	\$17.56	\$17.81	\$17.88
16	\$17.84	\$18.09	\$18.16
17	\$18.11	\$18.37	\$18.45
18	\$18.38	\$18.65	\$18.74
19	\$18.66	\$18.94	\$19.03
20	\$18.93	\$19.22	\$19.31
	OFF	OFF	OFF

**APPENDIX A**  
**SW1**  
**Security Workers**

SW1	07-08 08-09 09-10 10-11	11-12	12-13
1	\$9.31	\$9.40	\$9.49
2	\$9.57	\$9.59	\$9.58
3	\$9.83	\$9.85	\$9.78
4	\$10.09	\$10.12	\$10.05
5	\$10.35	\$10.39	\$10.33
6	\$10.61	\$10.66	\$10.60
7	\$10.88	\$10.93	\$10.88
8	\$11.14	\$11.20	\$11.15
9	\$11.40	\$11.47	\$11.43
10	\$11.66	\$11.74	\$11.70
11	\$11.92	\$12.01	\$11.98
12	\$12.19	\$12.28	\$12.25
13	\$12.45	\$12.55	\$12.53
14	\$12.71	\$12.82	\$12.80
15	\$12.97	\$13.09	\$13.08
16	\$13.24	\$13.36	\$13.35
17	\$13.50	\$13.63	\$13.63
18	\$13.76	\$13.90	\$13.91
19	\$14.02	\$14.17	\$14.18
20	\$14.28	\$14.44	\$14.46
	OFF	OFF	OFF

**APPENDIX A**  
**SW2**  
*Senior Security Workers*

SW2	07-08 08-09 09-10 10-11	11-12	12-13
1	\$13.48	\$13.57	\$13.66
2	\$13.74	\$13.89	\$13.84
3	\$14.00	\$14.15	\$14.16
4	\$14.26	\$14.42	\$14.44
5	\$14.53	\$14.69	\$14.71
6	\$14.79	\$14.96	\$14.99
7	\$15.05	\$15.23	\$15.26
8	\$15.31	\$15.50	\$15.54
9	\$15.58	\$15.77	\$15.81
10	\$15.84	\$16.04	\$16.09
11	\$16.10	\$16.31	\$16.36
12	\$16.36	\$16.58	\$16.64
13	\$16.62	\$16.85	\$16.91
14	\$16.89	\$17.12	\$17.19
15	\$17.15	\$17.39	\$17.46
16	\$17.40	\$17.66	\$17.74
17	\$17.67	\$17.92	\$18.02
18	\$17.93	\$18.20	\$18.28
19	\$18.20	\$18.47	\$18.57
20	\$18.46	\$18.74	\$18.84
	OFF	OFF	OFF

**APPENDIX A**  
***TA1***  
***Teaching Assistants***

TA1	07-08 08-09 09-10 10-11	11-12	12-13
1	\$8.97	\$9.06	\$9.15
2	\$9.21	\$9.24	\$9.24
3	\$9.46	\$9.48	\$9.42
4	\$9.72	\$9.74	\$9.67
5	\$10.00	\$10.01	\$9.94
6	\$10.27	\$10.30	\$10.21
7	\$10.54	\$10.58	\$10.50
8	\$10.82	\$10.86	\$10.79
9	\$11.09	\$11.14	\$11.08
10	\$11.37	\$11.42	\$11.37
11	\$11.64	\$11.71	\$11.65
12	\$11.91	\$11.99	\$11.94
13	\$12.19	\$12.27	\$12.23
14	\$12.46	\$12.55	\$12.52
15	\$12.74	\$12.84	\$12.80
16	\$13.01	\$13.12	\$13.09
17	\$13.28	\$13.40	\$13.38
18	\$13.56	\$13.68	\$13.67
19	\$13.83	\$13.96	\$13.96
20	\$14.10	\$14.25	\$14.24
	OFF	OFF	OFF

## AGCEP WORK SCHEDULE — APPENDIX B

Internal Title	Bldg. Level	Civil Service Title	Standard Weeks/Year*
Principal's Secretary	All levels	Office Clerk II	49 wks/yr - July 1 through the end of the school year but no later than June 30 (excluding school recesses)
Counseling Secretary	HS	Office Clerk II	
Records Clerk	MS/HS	Office Clerk IV	
Principal's Secretary	ES	Office Clerk II	44 wks/yr - four (4) weeks before Labor day through the end of the school year but no later than June 30 (excluding school recesses)
Unit Office Secretary	MS/HS	Office Clerk II	43 + 1 wks/yr - three (3) weeks before Labor day through the end of the school year but no later than June 30 (excluding school recesses) plus one (1) week determined by supervisor during summer recess.
Assistant Principal for Athletics' Secretary	HS	Office Clerk II	
Office Clerk IV (Receptionist, Special Programs)	MS/HS	Office Clerk IV	
Teaching Assistant	All levels	NYS certified	39 wks/yr - day after Labor Day through last day of school for teachers (excluding school recesses)
Teacher Aide	All levels	Teacher Aide	
Psychology Aide	ES	Office Clerk IV	
Job Training Specialist	HS	Job Training Specialist	
Senior Teacher Aide	HS	Senior Teacher Aide	
Child Care Associate	All levels	Student Behavioral Asst.	
Health Aide	All levels	Health Aide	
Coop Clerk	HS	Office Clerk IV	39 wks/yr - day after Labor Day through last day of school for teachers (excluding school recesses)
Special Education Monitor	All levels	School Aide	9 wks/yr - day students begin through last day of school for students (excluding school recesses, holidays and Prof. Dev. days)***
Security Worker	All levels	Security Worker	39 wks/yr - day after Labor Day through last day of school for students (excluding school recesses & prof. dev. days after Sept.)
Sr. Security Worker	All levels	Sr. Security Worker	

\*Employees of this unit shall work the same schedule during the school year as determined by the official school calendar.

\*\*The "estimated annual hours" does not constitute nor should it be considered a guarantee, continued employment or any specific number of hours of employment. The hours noted are based upon the number of weeks per year multiplied by the number of hours per week.

<b>Hrs./Day (plus ½ hour lunch period)</b>	<b>Hrs./Wk. (excluding lunch period)</b>	<b>Annual Hrs. Est.**</b>
7 ½ hrs during school year; 6 hrs during summer recess (day after teachers are finished through the day before school begins)	37 ½ hrs during school year; 30 hrs during summer recess	1778
7 ½ hrs during school year; 6 hrs during summer recess (day after teachers are finished through the day before school begins)	37 ½ hrs during school year; 30 hrs during summer recess	1613
7 ½ hrs during school yr; 6 hrs during summer recess (day after teachers are finished through the day before school begins)	37 ½ hrs during school yr; 30 hrs during summer recess	1613
7 hrs/day	35 hrs/wk	1365
7 ½ hrs/day	37 ½ hrs/wk	1463
6.5 hrs/day	32 ½ hrs/wk	1268
8 hrs/day	40 hrs/wk	1520

\*\*\* The District may excuse the unit member without compensation for planned and extended student absences. The District will reassign members for unplanned student absences.

## **APPENDIX C**

### **GREECE CENTRAL SCHOOL DISTRICT AGCEP PROFESSIONAL CIVIL SERVICE STAFF PERFORMANCE PROCESS AND EVALUATION STANDARDS**

#### **Purpose**

The Professional Civil Service Staff Performance Review Process was jointly developed by a committee of AGCEP staff and District administrators to provide appropriate feedback to staff during the annual evaluation process. Salary progression for staff is not tied to the evaluation review process.

#### **A. Background**

Supervisors will evaluate each individual staff member using the Professional Civil Service Performance Review Process and Evaluation Standards, Performance Review Criteria, and the Performance Evaluation Form. It is assumed that an employee will develop or grow in their contributions to the job over a period of time. It is expected that each Civil Service Staff member will take advantage of professional development opportunities available within the District in order to broaden skills and abilities within their job category.

#### **B. Evaluation Process and Timetable**

1. During the period of May 15 through June 15, evaluations will be completed for each Civil Service AGCEP staff member by his/her supervisor.
  - a. Written information on performance should be obtained from other professional staff who work directly with the Civil Service staff member and should be used by the administrator or supervisor in preparing the annual evaluation.
  - b. The staff member may also submit information about his/her performance for the year to assist with the evaluation process.
  - c. A copy of the evaluation will be in the hands of the staff member 48 hours in advance of the evaluation conference.
2. By June 15th, a final evaluation conference is to be conducted by the appropriate administrator or supervisor.

Each completed evaluation must be signed by the staff member acknowledging that the evaluation was given and that he/she has received a copy signed by the supervisor. At this time, any staff member who wishes may, after the evaluation conference, prepare a written commentary to the evaluation. This commentary will be included in the personnel file along with the evaluation document or any copies that are made thereof.

#### **C. Appeal Process**

1. Any employee wishing to appeal his/her performance evaluation should indicate to his/her supervisor his/her concerns about the evaluation at the evaluation conference.

2. If the employee wishes to appeal further, he/she should request, in writing, a meeting with the immediate supervisor of his/her supervisor within 48 hours of the original evaluation conference. A decision on the appeal will be rendered at this meeting that both the employee and his/her supervisor will attend.
3. If the employee wishes to appeal the decision rendered above in #2, he/she will have 48-working hours from the time of the meeting in #2 (stated above) to request, in writing, a meeting with the Assistant Superintendent of Human Resources or designee. The employee and supervisor having held the meeting in #2 (stated above) will attend this meeting. A decision on the appeal will be rendered at this meeting from which there will be no appeal.

#### **D. Performance Areas**

*The following factors serve as the basis for supervisor evaluations:*

1. **Attitude and Cooperation** – demonstrates that he/she develops effective, collaborative relationships with District staff, students, parents or caregivers, and community members to ensure student welfare and a positive building and District culture.
2. **Thoroughness and Dependability** – demonstrates thoroughness and dependability when completing the duties of his/her position.
3. **Problem Solving** – demonstrates the ability to work as a team and to problem-solve issues as they arise.
4. **Student Development** – demonstrates knowledge of student development as well as an understanding and appreciation of diversity and the regular application of developmentally appropriate interactions to ensure the safety and welfare of all students.
5. **Professionalism** – demonstrates a positive attitude, develops and maintains respectful relationships, makes contributions to the District, seeks professional growth, and promotes positive morale.
6. **Job Knowledge and Skills** – demonstrates sound job knowledge and skills appropriate for his/her position.

#### **E. Performance Standards**

Four (4) performance standards will be used by supervisors when evaluating the performance of a Civil Service staff member:

- Exceeding Standards,
- Meeting Standards,
- Working Toward Standards, or
- Not Meeting Standards



## **APPENDIX C**

### **GREECE CENTRAL SCHOOL DISTRICT AGCEP PROFESSIONAL CIVIL SERVICE STAFF PERFORMANCE REVIEW CRITERIA**

The performance review criteria will be used when developing the annual evaluation for the AGCEP Civil Service support staff. The Civil Service support staff categories include all levels of clerical staff, security staff, and Civil Service instructional support staff. General criteria in the areas of attitude and cooperation, thoroughness and dependability, problem solving, student development, and professionalism will apply to all Civil Service staff. Specific job knowledge and skills criteria have been developed for each staffing category as noted below.

#### **General Criteria (used for all staff):**

##### **Attitude and Cooperation**

Staff shall demonstrate that he or she develops effective, collaborative relationships with District staff, students, parents or caregivers, and community members to ensure student welfare and a positive building and District culture.

- Demonstrates a positive attitude;
- Uses good judgment while remaining calm, logical, and objective;
- Seeks opportunities to develop respectful and cooperative relationships;
- Willingness to work as a team member and collaborate with work associates;
- Identifies and uses school and community resources to foster a safe and secure learning environment for students;
- Takes ownership of work responsibilities and responds appropriately and effectively to work requirements;
- Accepts ideas and suggestions to strengthen and broaden work knowledge;
- Uses work tools appropriately (i.e., computers, Internet, Intranet, two-way radios, pagers, cell phones, V-Tech/Tech Speak Units, etc.).

##### **Thoroughness & Dependability**

Staff shall demonstrate thoroughness and dependability when completing the duties of his/her position.

- Follows oral and written directions and pays close attention to details;
- Communicates clearly, accurately, and effectively to staff and/or students;
- Takes initiative to complete tasks in a timely fashion in order to meet deadlines;
- Enforces District policies, regulations, and procedures;
- Maintains exceptional attendance.

##### **Problem Solving**

Staff shall demonstrate the ability to work as a team and to problem-solve issues as they arise.

- Works with appropriate personnel to resolve problems and ensure a safe school environment;
- Works with staff to continually assess strategies, adjusting as necessary;

- Anticipates/identifies problems and takes the lead for a timely and innovative resolution;
- Communicates concerns as soon as an issue arises and makes recommendations for resolution;
- Immediately attempts to resolve minor issues;
- Thinks and acts quickly in emergency situations;
- Understands that not all problems can be immediately solved and shows patience with others when working through the resolution process.

### **Student Development**

Staff shall demonstrate knowledge of student development as well as an understanding and appreciation of diversity and the regular application of developmentally appropriate interactions to ensure the safety and welfare of all students.

- Demonstrates knowledge of student development and incorporates this knowledge into guiding students;
- Demonstrates care and respect for individual students; Promotes mutually respectful and polite interactions among students;
- Conveys a genuine enthusiasm for students and encourages appropriate student interaction;
- Sets high expectations for student behavior;
- Encourages students to take pride in their school facility;
- Fosters students' confidence in themselves and respectful interactions with others.

### **Professionalism**

Staff shall display a positive attitude, develops and maintains respectful relationships, makes contributions to the District, seeks professional growth, and promotes positive morale.

- Contributes to the building and the District by participating in building and District activities;
- Pursues professional growth and models life-long learning;
- Displays personal and professional qualities that contribute to the well-being of students, a positive school and District culture;
- Identifies professional and personal strengths and weaknesses;
- Maintains positive and sharing relationships to enhance professional practice;
- Works with colleagues to promote positive morale;
- Establishes and maintains mutually respectful relationships;
- Personally commends others for taking positive actions;
- Seeks out professional literature, colleagues, and other resources to support his/her own growth;
- Demonstrates professional responsibility by completing duties promptly and accurately;
- Demonstrates enthusiasm and initiative;
- Acts in a professional and ethical manner;

- Maintains confidentiality according to District policy regarding student issues and sensitive school/classroom matters;
- Willing to work additional hours as needed.

### **Job Knowledge and Skills Criteria**

*Clerical Staff Criteria (Principals' Secretaries, Assistant Principals' Secretaries, Assistant Principals' for Athletics Secretaries, Counseling Secretaries, Clerk Typists, Psychology Aides, Health Aides, and Teacher Aides)*

The clerical staff shall demonstrate knowledge of sound office practices and procedures.

- Knows and understands job tasks and prioritizes work accordingly;
- Knows and uses available resources, processes, and procedures to complete job duties (i.e., student services, special education, human resources, finance, purchasing, central stores, mailroom, payroll, accounts payable, accounts receivable, facility usage, etc.);
- Knows and uses the appropriate Board of Education policies and associated administrative regulations as they apply to job duties;
- Manages time well and is proactive about planning upcoming needs;
- Effectively manages multiple priorities simultaneously;
- Maintains working knowledge of required computer software programs to support office functions;
- Maintains a neat and organized work area and office environment;
- Uses proper grammar and follows District standards;
- Maintains supervisor(s) schedule(s);
- Maintains an up-to-date office procedures manual;
- Demonstrates exceptional customer service skills (i.e., telephone etiquette, interpersonal skills, etc.);
- Types and uses keyboard effectively and accurately.

*Security Staff Criteria (Security Workers and Senior Security Workers)*

The security staff shall demonstrate knowledge of safety and security practices and procedures.

- Assists with overall safety/security surveillances;
- Conducts periodic rounds to ensure windows, doors, and entrances are closed and locked as well as checks for fire and accident hazards;
- Monitors and attempts to prevent disruptive behavior in school facilities in accordance with policies and procedures;
- Prevents admittance of unauthorized persons to the premises;
- Investigates unusual conditions or disturbances;
- Prevents damage to property;

- Assists local police and fire departments with fire alarms, bomb scares, or other emergency situations;
- Monitors vehicle and personnel movement on school property;
- Opens all doors on schedule allowing staff and public to enter;
- Operates a two-way radio as needed to communicate to building/District team;
- Ensures coverage by contacting security staff to fill shifts as needed;
- General supervision is exercised over Security Workers;
- Enforces department rules and regulations;
- Monitors In-School Suspension room as assigned;
- Ensures log book entries are made for those required to register when entering and exiting school facilities;
- Maintains records and creates written factual reports;
- Monitors student identification passes daily;
- Climbs stairs and walks moderate distances swiftly and may stand for long periods of time;
- Performs cardio pulmonary resuscitation (CPR/AED) as necessary;
- Performs restraint techniques as necessary.

### *Child Care Associate Criteria*

The child care associate shall demonstrate knowledge of behavioral interventions to assist the teacher during instruction.

- Applies crisis intervention techniques or other structured behavioral approaches and/or physical interventions as necessary to keep children safe;
- Assists individual students or small groups of students with the implementation of their individual educational plan or program coping and resolution strategies;
- Assists the teacher and multi-disciplinary team in the identification of appropriate behavioral and instructional objectives;
- Applies various learning devices such as Tech Speak, Big Mac, discrete trial training, or social stories, etc. to help the student succeed;
- Provides supervision to students from the point of arrival to dismissal, including transition periods, 'specials', and lunch periods;
- Participates in all in-service classroom training;
- Assists the teacher in preparing instructional and behavioral materials for classroom teaching;
- Gathers assignments from other teachers for students who were absent or failed to keep track of their homework;
- May use sign language to communicate to students as needed;
- Works with non-communicative students with physical and/or verbal aggressiveness;

- Handles confrontational situations for students with physical and emotional disabilities;
- Prioritizes the needs of students and reconciles daily work schedules or activities;
- Is keenly aware of the Individualized Educational Plan (IEP) and/or Functional Behavior Analysis Plan (FBA) for each student;
- May assist with the personal physical needs of students;
- Assists with maintaining student records, completing data sheets, anecdotal notes, and graphs as required.

### *Job Training Specialist Criteria*

The job training specialist shall demonstrate knowledge of job training skills to support the students' instructional program.

- Working knowledge of the current local job market and employment requirements in the work community;
- Working knowledge of vocational needs of students;
- Provides students with intensive job retention and job skills training in a job training program setting;
- Analyzes tasks to be performed by students involved in the work student programs adjusting job tasks as student abilities are assessed to ensure success;
- Conducts role modeling sessions for students;
- Communicates with the Work Study Team concerning problems that students may have with performing tasks, attendance and attitude as well as adequately evaluates student progress made in the Work Study Program;
- Assists in the development of student job descriptions including daily schedules and assigned job duties;
- Assists with the development of student portfolios including resumes and cover letters;
- Assists the Work Study Team in placing students in jobs;
- Monitors student performance on a weekly basis under the general supervision of the Work Study Team;
- Analyzes student performance and progress on a quarterly basis;
- Assists students, parents, Work Study Team as well as other school staff with problem-solving issues and concerns;
- Maintains a recordkeeping system for each student including observations, anecdotal information, student time sheets, and Work Study Program's database;
- Is keenly aware of the Individualized Educational Plan (IEP) for each student. May assist with personal physical needs of students.

### *Senior Teacher Aide Criteria*

The senior teacher aide shall demonstrate specialized knowledge to support the instructional program.

- Uses specialized skills to assist teachers in classrooms, laboratories, and/or counseling centers;
- Uses specialized skills to assist teachers with various resource materials that support the instructional program (i.e., science, music, counseling, etc.);
- Assists teachers and administrators with the coordination of and/or scheduling of workflow for student assistance;
- Prepares bulletin boards and collects instructional aids as directed by teachers;
- Proctors examinations;
- Assists teachers with audio-visual equipment setup and computer-station monitoring;
- May assist students with homework and/or special projects;
- May perform simple and routine clerical duties such as copying, duplicating and filing;
- Corrects student examinations as required.

### *Special Education Monitor*

The special education monitor shall demonstrate specialized one on one care needed to support a special needs child.

- Assists student in their daily activities and organizational needs;
- Provides supervision to student from the point of arrival to dismissal, including transition periods, 'specials' and lunch periods;
- Provides comfort care in cases of special physical needs;
- Tends to the personal physical needs of students (toileting, grooming, feeding and lifting);
- May apply various learning devices to support the student's learning environment;
- Assists teacher(s) to help reinforce appropriate social behaviors and to ensure the student remains focused on instruction;
- Accompanies student throughout the day applying the appropriate behavioral strategies to ensure student safety;
- Prioritizes the needs of the student and ensures daily work schedules or activities are met;
- Is aware of the Individualized Educational Plan (IEP) and/or Functional Behavior Analysis Plan (FBA) for student to gain an understanding of the student's limitations and or special needs;
- Participates in all in-service classroom training;
- May assist with completing documentation regarding student as required.

	EXCEEDING STANDARDS	MEETING STANDARDS
Attitude and Cooperation	Consistently demonstrates a positive attitude, exceptional judgment, and shows a high interest in work assignments; seeks extra work to support program; consistently extends self to support work associates; is enthusiastic; communicates with others well.	Positive attitude; uses good judgment; develops respectful and cooperative relationships; is a team player; takes ownership of assignments; accepts ideas from supervisor; acceptable communications with others.
Thoroughness and Dependability	Consistent high degree of performance and accuracy; minimal direction needed; is a self starter; conscientious; regularly seeks new tasks; accepts responsibility; constructive with work time; organized; reliable.	Acceptable work quality and quantity; needs some supervision; carries out instructions well; generally reliable; adheres to work rules; occasionally seeks new tasks; makes suggestions for change; follows work rules; accepts responsibility when required.
Problem Solving	Identifies problems, applies appropriate knowledge/strategies, and leads team to effective resolution; consistently ensures a safe school environment.	Identifies problems; communicates to supervisor; applies appropriate knowledge/strategies to effect resolution.
Student Development	Demonstrates an exceptional knowledge of student development and understanding of diversity; encourages positive student morale; sets high expectations for student behavior; is successful in fostering positive outcomes.	Demonstrates knowledge of student development; understands diversity; encourages positive student morale.
Professionalism	Demonstrates a high level of confidentiality; consistently supports District initiatives and staff; seeks professional resources to improve self; always supports team efforts.	Maintains confidentiality; supports District initiatives and staff; cooperative; may seek professional resources to improve self; supports the team.
Job Knowledge	Exceptional understanding of job knowledge and skills; rarely requires direction; possesses ability to perform more difficult tasks than otherwise required; often suggests changes for improving work.	Acceptable job knowledge and skills; may occasionally need direction; occasionally suggests changes to improve work processes.

WORKING TOWARDS STANDARDS	NOT MEETING STANDARDS	Attitude and Cooperation
<p>Inconsistent attitude and judgment; needs to work on developing cooperative relationships, team concept, and taking ownership of own work assignments; refuses direction from supervisor; needs to learn to better communicate with others.</p>	<p>Poor attitude and judgment; uncooperative and disrespectful; resists authority; limited team spirit; has difficulty communicating with others.</p>	
<p>Learning assignments; inconsistent work quality/quantity; requires additional training/on the job experience; needs supervision; inclined to make mistakes; needs to plan ahead and/or layout work appropriately; tries to meet standards; doesn't follow established work rules consistently.</p>	<p>Poor work quality/quantity; consistently makes mistakes; requires constant supervision; unreliable; doesn't manage time appropriately; fails to meet deadlines; doesn't observe work rules; has no drive or ambition.</p>	Thoroughness and Dependability
<p>May identify problem if aware; learning how to work toward effective resolution to ensure a safe school environment.</p>	<p>Has difficulty identifying problems; doesn't possess the skills or knowledge to resolve work problems.</p>	
<p>Limited knowledge of student development and diversity; is not aware of how to support students to effect positive outcomes.</p>	<p>Lacks the knowledge of student development or how to positively interact with students to foster favorable outcomes.</p>	Student Development
<p>Needs to practice confidentiality and supporting District initiatives and staff; needs to focus on improving self to better support the team.</p>	<p>Lacks confidentiality; unsupportive of District initiatives and staff; uncooperative; doesn't improve self or support the team.</p>	
<p>Needs training to improve skills and job knowledge; performance generally acceptable when given additional and very specific instructions.</p>	<p>Lacks knowledge and understanding of job duties; needs considerable training and skills development; performs below acceptable level.</p>	Job Knowledge



## **APPENDIX C**

### **TEACHING ASSISTANT PROFESSIONAL PERFORMANCE REVIEW PROCESS**

The Teaching Assistant Professional Performance Review Process is designed to provide opportunities for ongoing dialogue and formative feedback to enhance the quality of the services provided to students by teaching assistants. The evaluation component of the Professional Performance Review occurs once annually for each staff member.

The process is intended to encourage teaching assistant practices that:

- Provide meaningful dialogue between the teacher and teaching assistant regarding successful instruction
- Increase student success
- Reinforce exemplary teaching practices
- Discuss potential areas for growth
- Promote opportunities to discuss common instructional values, and the District's instructional vision
- Discuss resources for improvement of instruction An important component of the Teaching Assistant Professional Performance Review is the classroom observation.

#### **A. Types of Observations**

**The Greece Central School District is committed to ongoing growth and improvement of student learning. The observation process is intended to be a vehicle that promotes professional growth for teaching assistants and supports successful learning opportunities for each student.**

In general, observations may be formal or informal. Formal observations provide direct specific feedback and opportunities for dialogue regarding the instructional process and focus on the enhancement of student learning. Informal observations (e.g., drop-ins, classroom visits, and walk throughs) provide additional opportunities for dialogue regarding instruction and the enhancement of student learning.

#### **B. Steps in the Observation Process**

1. A collaborative observation process includes dialogue about the content and timing of the observation, a planning conference, the observation itself, and a reflection conference. At the completion of these steps, a written draft is completed by the observer. Discussion of the draft occurs, as necessary, before it is finalized.
2. In the event that either party chooses, the following steps apply to the observation process:
  - When an announced formal observation of a Unit Member is being made, the Unit Member shall be given reasonable written notice of when the observation will occur and shall be informed as to who is making the observation. A Unit Member may request, however, that no such notification be given.
  - A pre-conference may be scheduled. At the pre-conference, discussion should be focused on the desired intent of the observation, strategies to be used, and the rationale for both.

- The teaching assistant and teacher will mutually agree to be co-observed. In instances where the teaching assistant works with multiple teachers the teaching assistant will elect, along with the mutual agreement of the teacher with whom the observation will occur.
- The observation write up will be narrative in nature, reflecting the Teaching Assistant criteria and the interdependent nature of the teacher and the teaching assistant roles.
- It is understood that the teacher will orchestrate the planning of the lesson to account for the effective use of the teaching assistant according to the teaching assistant criteria.
- In instances where there are teacher performance concerns, the teaching assistant observation, to the greatest degree possible, will not occur with such teacher.
- During the observation, the lesson highlights are noted in writing by the observer.
- The Teaching Assistant Professional Performance Review Criteria are used as the framework for the written report. These represent the potential areas that can be cited in the report.
- A draft of the observation report will be given to the teaching assistant within ten (10) school days after the observation.
- The post-observation reflection conference will be scheduled within ten (10) school days of the teaching assistant's receipt of the draft observation report.
- The post observation conference may be jointly held with the classroom teacher or, with mutual agreement between the teaching assistant and supervisor, be held with only the teaching assistant and supervisor.
- At the post-observation reflection conference, a dialogue will occur that may address the topics found in the teaching assistant criteria.
- The final report will follow the post-observation reflection conference.

### **C. Frequency**

Non-tenured teaching assistants will be observed a minimum of two (2) times each year during their probationary period. A minimum of one (1) formal observation will be made during the first semester each year. Observations may be completed by the building supervisor and/or by the designated director/coordinator in the Department of Curriculum and Instruction.

Tenured teaching assistants will be observed a minimum of one (1) time each school year.

### **D. Documentation of the Observation**

It is important that information regarding the components of the observed lesson is carefully recorded and is used to accurately cite the events that occurred during the classroom observation related to the Teaching Assistant Professional Performance Review Criteria. The final observation document should be written as a narrative that includes a lesson summary, elements of effective instruction, recommendations, and a conclusion.

### **E. Teaching Assistant Professional Performance Review Criteria**

The Teacher Professional Performance Review criteria represent the focal areas of the observation. Each observation report will cite several of these criteria, as applicable. The goal of the report is to provide a clear, cogent summary of the lesson and show its alignment with

exemplary instructional practices as listed in the teaching assistant criteria. The observer will need to focus on those criteria that represent the essence of the lesson. A lesson may encompass some, but not necessarily all criteria.

**F. Planning and Reflection Conferences**

The purpose of conferencing is to dialogue regarding the instructional process and focus on the enhancement of student learning. The criteria will be the basis of the discussion.

**G. Annual Evaluation Process**

All teaching assistant Unit Members shall receive an annual evaluation. An annual evaluation shall be written for all probationary Unit Members based upon whichever written observations were made and upon any other information pertinent to the purpose of the evaluation. Unit Members shall receive a copy of a draft of their annual evaluation at least two (2) days before any conference and in the case of probationary Unit Members, such draft shall be received no later than June 1. For tenured Unit Members, the evaluation may be completed any time during the year. For all Unit Members a conference with the supervisor shall be scheduled concerning such evaluation within ten (10) school days of receipt of such draft unless mutually extended. A Unit Member shall have the right to submit a written response or explanation to such evaluation, which shall be attached to such evaluation. Space for Unit Member comments of a reasonable length shall be added to the evaluation form and the evaluation report shall relate to performance during the period covered by the report. A Unit Member shall be informed whenever a situation or circumstance arises which would be detrimental, in and of itself, to such Unit Member's evaluation.

Probationary Unit Members will be given notice no later than sixty (60) days prior to the end of their probationary period that they will not be continued in employment, but every effort will be made to give more notice in cases where an earlier decision not to continue such employment has been made by the superintendent. In cases where the evaluation process has caused delay, notice will be given as soon as a decision is reached.

The District and the AGCEP Association recognize the need for, and are committed to, the improvement of instruction. Both parties agree to actively pursue and support activities and programs which are designed to improve classroom instruction.

## **APPENDIX C**

### **CLASSROOM TEACHING ASSISTANT PERFORMANCE REVIEW CRITERIA**

The Greece Central School District is committed to excellence. The Teaching Assistant is intended to provide instructional support for students under the direct supervision of the classroom teacher. Therefore, the classroom teacher will plan, organize, implement and assess both students and lessons. Additionally, the classroom teacher will plan for the teaching assistant's responsibilities on a daily basis, providing clear direction and support.

Teaching Assistants are expected to demonstrate competence in the areas of performance defined below. The behaviors and/or skills listed below are high levels of performance to which all Teaching Assistants aspire. We believe Teaching Assistants will move along a continuum of growth within each of the areas.

#### **Content Knowledge**

The teaching assistant shall demonstrate knowledge of the subject area(s) and curriculum.

- Demonstrates content knowledge and appropriate instructional techniques to convey that knowledge
- Reteaches and reinforces concepts and key ideas in multiple ways

#### **Preparation**

The teaching assistant shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.

Prepares support for lessons that:

- Engage students
- Promote academic rigor to meet diverse learner needs
- Provide a rationale for learning
- Include learning activities and resources/materials that support instructional objectives and accommodate different learning styles
- Incorporate varied grouping practices
- Use technology to enhance instruction

#### **Instructional Delivery**

The teaching assistant shall demonstrate that the delivery of instruction results in active student involvement, appropriate teaching assistant/student interaction.

- Provides clear directions and explanations to students and modeling appropriate English usage, grammar, and expressive language, adapting speech to take into account the language background/ability of student audience
- Uses questioning and discussion techniques that foster student learning
- Promotes active student involvement in discussions
- Practices active listening
- Encourages students to take responsibility for the success of discussions

- Actively engages students in learning by presenting materials at the appropriate level and pace
- Links learning with students' prior knowledge and experiences, employing a wide variety of resources and strategies
- Continually expands knowledge of the wide variety of instructional strategies and resources and consults with classroom teacher to find ways to help students who are having difficulty meeting instructional objectives

### **Classroom Management**

The teaching assistant shall demonstrate classroom management skills supportive of diverse student learning needs, which create an environment conducive to learning.

- Organizes student work so that students are on task and productive
- Develops clear standards for student conduct
- Teaches appropriate behavior
- Monitors student behavior and responds to student misbehavior in an appropriate, sensitive manner
- Promotes students' ownership of their behavior
- Fosters an environment that is fair, consistent and physically and emotionally safe for all students

### **Student Development**

The teaching assistant shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.

- Demonstrates knowledge of student development and incorporates this knowledge into work with students
- Demonstrates caring and respect for individual students
- Promotes mutually respectful and polite interactions among students
- Conveys a genuine enthusiasm for the subject and encourages students to value the subject
- Sets high expectations for student achievement and establishes high standards for the quality of student work
- Encourages students to meet the standards and take pride in their work
- Fosters students' confidence in themselves as learners

## **Collaboration**

The teaching assistant shall demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers and appropriate support personnel to meet the learning needs of students.

- Seeks opportunities to develop respectful relationships and cooperative partnerships with parents, guardians, caregivers, and District personnel
- Identifies and uses school and community resources to foster student learning and development

## **Reflective and Responsive Practice**

The teaching assistant shall demonstrate that practice is reviewed, effectively assessed, and appropriately adjusted on a continuous basis.

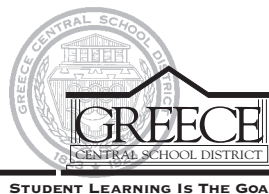
- Identifies professional and personal strengths and weaknesses
- Works with teacher to assess effectiveness at practice on an ongoing basis
- Adjusts instructional methods and strategies as necessary to meet students' needs during instruction

## **Teaching Assistant Professionalism**

- Contributes to the building and the District by participating in building and District activities
- Pursues professional growth and models life-long learning
- Displays personal and professional qualities that contribute to the well-being of students, a positive school and District culture
- Maintains positive and sharing relationships to enhance professional practice
- Works with colleagues to promote positive morale
- Establishes and maintains mutually respectful relationships with students, staff and parents
- Seeks out professional literature, colleagues and other resources to support his/her own growth
- Demonstrates professional responsibility by completing duties promptly and accurately
- Demonstrates enthusiasm and initiative
- Acts in a professional and ethical manner
- Maintains exceptional attendance
- Maintains confidentiality regarding students

# APPENDIX C

## Teaching Assistant Observation Report



NAME \_\_\_\_\_ EVALUATION DATE \_\_\_\_\_

SCHOOL \_\_\_\_\_ SUPERVISOR(S) \_\_\_\_\_

Overview of the lesson:

The following represent elements of effective instruction I observed:

The following represent recommendations to consider incorporating into future lessons:

Conclusion:

OBSERVER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

OBSERVER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

TEACHING ASSISTANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

*\* Signature indicates document has been read.*

- c: Personnel File
  - Principal
  - Assistant Principal (if applicable)
  - Appropriate Assistant Superintendent

## APPENDIX C

### *Teaching Assistant Annual Evaluation Report*



---

NAME

EVALUATION DATE

---

SCHOOL

SUPERVISOR(S)

Introduction:

Evaluation:

Conclusion:

---

OBSERVER SIGNATURE

TITLE

DATE

---

OBSERVER SIGNATURE

TITLE

DATE

I have reviewed this evaluation and discussed the contents with my supervisor(s).

---

TEACHING ASSISTANT SIGNATURE

DATE

*\* Signature indicates document has been read.*

c: Personnel File

Principal

Assistant Principal (if applicable)

Appropriate Assistant Superintendent



## APPENDIX C

### *AGCEP Professional Civil Service Staff Performance Evaluation Form*



NAME	LOCATION
POSITION	SUPERVISOR

#### **A. ATTITUDE & COOPERATION**

The willingness to accept assignments and direction as well as communicate and work with others.

*Comments:*

#### **B. THOROUGHNESS & DEPENDABILITY**

The degree to which assignments are organized and completed.

*Comments:*

#### **C. PROBLEM SOLVING**

The ability to work as a team when solving problems.

*Comments:*

#### **D. STUDENT DEVELOPMENT**

The understanding of diversity and developmentally appropriate interactions with students.

*Comments:*

#### **E. PROFESSIONALISM**

The demonstration of personal and professional qualities that contributes to a positive culture.

*Comments:*

NAME	LOCATION
POSITION	SUPERVISOR

**F. JOB KNOWLEDGE AND SKILLS**

The degree to which knowledge and skills are used to support job assignments.

*Comments:*

**G. SUMMARY OF PERFORMANCE**

Overall evaluation rating and justification.

*Comments:*

SUPERVISOR'S SIGNATURE	DATE
------------------------	------

**EMPLOYEE REVIEW OF THE EVALUATION**

I have reviewed this evaluation and discussed the contents with my supervisor. My signature means that I have been advised of my performance and does not necessarily imply that I agree or disagree with this evaluation or the contents. I am aware that I have the option to attach an addendum to this evaluation.

EMPLOYEE'S SIGNATURE	DATE
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*\* Signature indicates document has been read.*

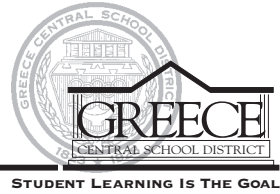
**Distribution:**

- Original — Personnel File
- Copy to Employee,
- Copy to Supervisor

12/18/06

**APPENDIX D**

***Problem Solving/Grievance Form***



***Step 1:***

\_\_\_\_\_  
DATE

**Nature of Problem:**

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
POSITION

\_\_\_\_\_  
BUILDING LOCATION

\_\_\_\_\_  
BUILDING PRINCIPAL

\_\_\_\_\_  
DATE CLAIM WAS SUBMITTED TO BUILDING PRINCIPAL

\_\_\_\_\_  
SIGNATURE OF RECEIPT BY BUILDING PRINCIPAL OR DESIGNEE

\_\_\_\_\_  
DATE RECEIVED

*(Response required within 20 school days from the date received  
according to Article VII, 2.,A.)*

Required meeting held by Building Principal:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TIME

**Resolution:**

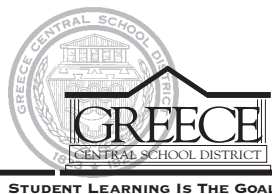
Check one: ☐ Problem Resolved    ☐ Appeal Problem/Grievance to Step 2

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

## APPENDIX D

### Problem Solving/Grievance Form



#### Step 2:

##### Association Only:

Specify how problem/grievance has effected contract provision(s):

- ☐ Contractual                      ☐ Non-contractual                      ☐ Violation  
☐ Misrepresentation                      ☐ Misapplication of contract provisions.

Specific Provision(s) of the AGCEP Contract:

ASSOCIATION REPRESENTATIVE'S SIGNATURE

DATE

DATE CLAIM WAS SUBMITTED TO ASSISTANT SUPERINTENDENT

SIGNATURE OF RECEIPT BY ASSISTANT SUPERINTENDENT OR DESIGNEE

DATE RECEIVED

*(Response required within 20 school days of submission of problem to Step 2 according to Article VII, 2.,B.)*

Required meeting held by Assistant Superintendent:

DATE

##### Resolution:

Check one: ☐ Problem Resolved

☐ Appeal Problem/Grievance to Step 3

*(c: AGCEP President and DHR Administrator)*

EMPLOYEE'S SIGNATURE

DATE

## APPENDIX D

### *Problem Solving/Grievance Form*



STUDENT LEARNING IS THE GOAL

### ***Step 3:***

\_\_\_\_\_  
DATE CLAIM WAS SUBMITTED TO SUPERINTENDENT

\_\_\_\_\_  
SIGNATURE OF RECEIPT BY SUPERINTENDENT OR DESIGNEE

\_\_\_\_\_  
DATE RECEIVED

*(Response required within 30 school days of submission of problem to Step 2  
according to Article VII, 2.,C.)*

Required meeting held by Superintendent: \_\_\_\_\_

\_\_\_\_\_  
DATE

### **Resolution:**

Check one: ☐ Problem Resolved

☐ Appeal Problem/Grievance to Step 4

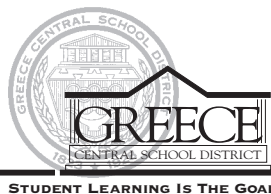
*(c: AGCEP President and DHR Administrator)*

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

## APPENDIX D

### *Problem Solving/Grievance Form*



#### ***Step 4:***

\_\_\_\_\_  
DATE CLAIM WAS SUBMITTED TO BOARD OF EDUCATION

\_\_\_\_\_  
SIGNATURE OF RECEIPT BY BOARD OF EDUCATION CLERK

\_\_\_\_\_  
DATE RECEIVED

*(Response required within 30 school days of submission of problem to Step 2  
according to Article VII, 2.,D.)*

Required meeting held by Board of Education: \_\_\_\_\_  
DATE

#### **Resolution:**

Check one: ☐ Problem Resolved      ☐ Appeal Problem/Grievance to Step 5  
*(c: AGCEP President and DHR Administrator)*

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

\_\_\_\_\_  
DATE

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**STUDENT LEARNING IS THE GOAL**

PRODUCED BY THE DEPARTMENT OF HUMAN RESOURCES, IN CONJUNCTION  
WITH THE OFFICE OF COMMUNICATIONS, FALL 2012-13

The Greece Central School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to designated youth groups. The following person has been designated to handle inquiries regarding nondiscrimination policies:

William Domm, Interim Assistant Superintendent for Human Resources, Compliance Officer,  
Greece Central School District, P. O. Box 300, N. Greece, NY 14515.